John Eric Olson
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Attorneys for Plaintiff
45 Broadway, 15th Floor
New York, NY 10006

JUDGE GRIESA

14 CV 3050

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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ACIS CARGO UNDERWRITING AGENCY, LTD. A/S/O OF INNOCO, INC.,

Plaintiff,

- against –

ANA LINK, LTD., ARROWPAC CFS, INC., AMASS INTERNATIONAL CORP. and R. CAMIANDA,

Defendants.

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Docket No.:

RECEIVED APR 30 2014 U.S.D.C. S.D. N.Y. CASHIERS

COMPLAINT

Plaintiff, ACIS Cargo Underwriting Agency, Ltd. (hereinafter "ACIS"), by its attorneys, Hill Rivkins LLP, complaining of the above named defendant, alleges upon information and belief:

FIRST: This Honorable Court has subject matter jurisdiction pursuant to the United States Carriage of Goods by Sea Act, 46 U.S.C §1300 et seq. and 28 U.S.C. §1333 and/or the Carmack Amendment, 49 U.S.C. 14706.

SECOND: At and during all times hereinafter mentioned, plaintiff had and now has the legal status and principal office and place of business stated in Schedule A hereto annexed and by this reference made a part hereof.

THIRD: At and during all the times hereinafter mentioned, defendants had and now have the legal status and offices and places of business stated in

Schedule A, and were and now are engaged in business as common carriers of merchandise and/or bailees of merchandise.

FOURTH: On or about the date and at the port of shipment stated in Schedule A, there was delivered to the defendant Ana Link Ltd. in good order and condition the shipment described in Schedule A, which the defendant received, accepted and agreed to transport for certain consideration to the place of destination stated in Schedule A.

FIFTH: Thereafter, the said vehicle arrived at the place of destination described in Schedule A and the cargo was not delivered in the same good order and condition in which it was received.

SIXTH: Defendants, by reason of the premises, breached their duties to the plaintiff as common carriers, and/or bailees and were otherwise at fault.

SEVENTH: Plaintiff was the shipper, consignee or owner or otherwise had a proprietary interest of and in the cargoes as described in Schedule A, and bring this action on its own behalf and, as agents and trustees, on behalf of and for the interest of all parties who may be or become interested in the said shipment, as their respective interests may ultimately appear, and plaintiff is entitled to maintain this action.

EIGHTH: Plaintiff has duly performed all duties and obligations on its part to be performed.

NINTH: By reason of the premises, plaintiff has sustained damages as nearly as same can now be estimated, no part of which has been paid, although duly demanded in the amount of $57,000.00.

W H E R E F O R E, plaintiff prays:

1. That process in due form of law according to the practice of this Court may issue against defendants.

2. That if defendants cannot be found within this District, that all of their property within this District be attached in the sum set forth in the complaint, with interest and costs.

3. That a decree may be entered in favor of plaintiff against defendants for the amount of plaintiff's damages, together with interest and costs.

4. Plaintiff prays for such other, further and different relief as to this Court may seem just and proper in the premises.

Dated: New York, NY
April 30, 2014

HILL RIVKINS LLP
Attorneys for Plaintiff

By: ____________________
John Eric Olson
45 Broadway, Suite 1500
New York, NY 10006
212-669-0600

SCHEDULE A

Plaintiff, ACIS Cargo Underwriting Agency Ltd., was and now is a foreign corporation duly organized and existing under and by virtue of the laws of a foreign country with an office and place of business at 145 Leadenhall Street, London 6C3V 4QT, United Kingdom.

Defendant, Ana Link Ltd. was and now is a corporation with an office and place of business at One Cross Island Plaza, 133-33 Brookville Blvd., Rosedale, NY 11422.

Defendant, ArrowPac CFS, Inc. was and now is a corporation with an office and place of business at 630 New Country Road, Secaucus, NJ 07094.

Defendant, Amass International Corp. was and now is a corporation with an office and place of business at Cargo Building 75, North Hanger Road, Suite 200, Jamaica, NY 11430.

Defendant, R. Camianda, is a corporation or individual with a place of business at 177 Forest Ridge road, Mooresville, NC 28117.

Port of Loading:	Shanghai
Port of Discharge:	Charlotte, NC
Cargo:	Mining Machine Parts
Shipper:	Huzhou Delong Huzhou, China
Consignee:	Innoco, Inc.
Amount of Loss:	$57,000.00
Nature of Loss:	Physical Damage

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